**SECTION I**

# INVITATION FOR BID FOR VEHICLE

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## 1. Introduction

**“Providing 04 Nos vehicles along with driver required to Chandapura Industiral area Service Stations** (**24X7**) , **BRAZ, BESCOM for a period of one year”** from the date of Contract Award through an agency

## 2.Evaluation of Bids

The bids shall be evaluated and successful bidders shall be awarded the subject contract.

a. Bids must be electronically submitted (on-line through internet) within the date and time published in KPP portal.

b. Any clarifications regarding the scope of contract of the project can be had from the undersigned during office hours.

c. Any clarifications about e-payment contact KPP portal help desk 080-8046010000, 080-806894877 or e-mail to support @ eprochelpdesk .com for any issue.

d. For clarifications regarding the scope of contract of the bid enquiry can contact: Chief Engineer Ele., BRAZ, BESCOM, OR Email: cebraz.work@gmail.com

e. BESCOM reserves the right to cancel the bid process or reject all bids without assigning any reason thereof and will bear no liability whatsoever consequent upon such a decision.

## 3. Cost of Bidding

The bidder shall bear all costs and expenses associated with preparation and submission of bids including participation in pre-bid / post bid discussions, Technical & other presentations. BESCOM (Employer) will under no circumstances bear the expenditures or costs, regardless of the conduct or outcome of the bidding process.

## 4. Scope of the contract

The scope of contract under this tender are detailed below:

4.1 The successful Agency shall provide four (4 Nos) of vehicles along with Driver on Monthly hire basis to Industrial area service stations (24X7) in Chandapura division, BRAZ, BESCOM for a period of one year through an agency.

4.2 The Vehicles shall be in New/ Good Condition (Registered on or after 01.01.2018). The details of vehicles to be provided are as follows.:

| Sl.no | Type of Vehicle | Number of vehicles required |
|---|---|---|
| 1. | Maruthi Omni or equivalent to keep all the safety tools and plants (incld ladder) | 04 Nos along with drivers |

## 5. Conditions for the Agency / Service Provider

5.1 The successful agency has to provide the CVs of the Drivers engaged for Vehicle within one month from the date of Letter of

Intent to concerned divisions in the format specified in Annexure .

5.2 Every Month, vehicle shall be utilized to cover 2500 km

Rs. 9/- for extra km beyond 2500 kms

5.3 In case, vehicle(s) not provided in any day of a month, the

amount at (Monthly Charges/ number of days in the month (28 or 30 or 31)) for each non-available day shall be deducted from the respective month’s bill.

5.4 The agency shall provide drivers along with vehicle for 24x7 services.

5.5 In case vehicle(s) not provided in any day of a month due to repairs/service/any other reason, cost of the same shall be

deducted from the monthly bills. It is responsibility of the agency to immediately arrange an alternate vehicle along with driver.

5.6 The vehicles being provided should be maintained properly by having regular services being done in order to avoid un-necessary breakdowns.

5.7 The vehicle provided to the company must have all the valid certificates issued by the Transport Department from time to time.

5.8 The vehicle provided to be Yellow board only.

**5.9 Any payment towards toll charges/parking charges will be bourne by BESCOM.**

**5.10** BESCOM is not responsible for any repair costs, spare parts, battery, insurance, taxes and any other costs / liabilities of the vehicle(s) and also the drivers' salary & refreshments. All the costs must be **borne by the agency.**

5.11 Money should not be received from any public or employees/staff of BESCOM.

5.12 The hired vehicles provided by the agency to BESCOM shall not utilized/hired for any other public conveyance. The hired vehicles be should be for exclusive usage of BESCOM.

5.13 The agency shall be responsible for all damages or hazards. BESCOM shall not be responsible for the same.

5.14 The agency shall provide white color uniform to the drivers at its own cost. Drivers shall wear the uniform compulsorily while on duty.

5.15 Vehicles shall be mandatorily available all the times for attending fuse of calls.

5.16 Agency shall abide to follow prevailing Karnataka Motor Vehicle rules and RTO Rules & Regulations.

5.17 BESCOM will not be responsible for any lapses and the agency is solely responsible for following the prevailing rules and regulations w.r.t to vehicles and drivers being provided.

5.18 The drivers being deputed should not have any criminal background.

5.19 The Successful agency shall submit the following **valid details /** documents of the vehicle to respective divisions and a copy to this office within 15 days from Date of issue of Letter of Intent failing which the award will be not be issued.

a. Vehicle's Registration certificate
b. State Motor cab Permit
c. Insurance Certificate of Each Vehicle
d. Tax Card/ Tax paid Proof.
e. Driver's CV along with Copy of Valid Taxi Drivers License
f. Details of EPS / ESI Account Number of the Drivers.
g. Emission certificate
h. Driver ID card

## 6.0 Conditions for Drivers.

6.1 Drivers should have minimum Qualification of **10th Standard Pass** and age shall be above **18 years** with Minimum 3 years' experience with service motivation, time management towards providing good service to BESCOM.

6.2 Driver must be able to read / write basic Kannada/ English.

6.3 Driver should have valid Taxi Drivers License & Badge and shall show to the authorized officers when requested to do so.

6.4 Drivers shall ensure that vehicle is clean and tidy.

6.5 Drivers should wear white uniform and be clean & tidy.

6.6 Drivers should be punctual in timing and duties.

6.7 Driver should ensure the vehicle is in proper working condition before commencing the duty.

6.8 Drivers should know how to drive and park the vehicle properly..

6.9 Drivers should be available to attend the BESCOM duties as and when required.

6.10 Drivers shall strictly adhere to traffic rules. Any lapses shall be borne by the agency only.

6.11 Drivers should not consume alcohol, cigarettes, tobacco while engaged in duty.

6.12 The vehicle should not be utilized after official use. In case of finding of such incidences, the driver needs to be replaced immediately.

6.13 In case of any mishap due to use of vehicle after official use by the driver, the agency will be responsible for the outcome.

Agency shall ensure that all the above mentioned conditions shall be informed to the drivers being deployed. If any of the deployed drivers found breaching the above mentioned clauses, such drivers shall be replaced immediately.

## 7.0 General Conditions

7.1 The successful agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to Drivers. BESCOM will not be responsible for non-payment of remunerations to the staffs /

Personnel under any circumstances.

7.2 The BESCOM shall comply with and fulfill the recommendations (if any), if deemed necessary, made in writing by the Agency in connection with the performance of the Services. The BESCOM shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or agents in connection with the Services as soon as possible after the BESCOM becomes aware of them.

7.3 The Agency shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Agency is solely held responsible.

7.4 The BESCOM shall not be under any obligation for providing empanelment to any of the personnel of the Agency after the expiry

of the contract. The BESCOM does not recognize any employee,employer's relationship with any of the workers of the Agency.

7.5 The Drivers engaged will be purely working on behalf of the agency under contract and not entitled to claim any permanency benefits from BESCOM.

7.6 The Agency shall ensure satisfactory standards of the Driver and loss to BESCOM caused due to negligence in duties, undesirable

act, misbehavior and carelessness of its drivers shall be borne

by

the Agency itself. In case, if the services are not up to the mark, such Drivers has to be replaced at the request of officer in charge by the Agency.

7.7 Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

7.8 Drivers shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc. by the agency and should be strictly worn by them during working hours.

**7.9 In case of any accidents, injuries etc. to the engaged staff of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.**

7.10 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non- compliance, the Agency shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.). Depositing of EPF contribution as may be applicable is the responsibility of the Agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the

Agency shall be held responsible.

7.11 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The

Agency shall not be entitled to any other allowances or benefits which are not included in the contract.

## 8.0 Period of Contract of Service

The contract is for a period of one year and may be extended for a period of one year at the discretion of BESCOM, subject to satisfactory performance of the agency, if required. In case of any unsatisfactory service BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees have no right to disclose
any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others. BESCOM reserves the right to revise the period of services in the contract period.

In the interest of BESCOM services, the total requirements of Vehicle on contract basis being required by BESCOM, may vary. However, such changes will be as per the provisions of KTPP Act. The quantity indicating is only tentative. However, the actual requirement of vehicles may be increased or decreased based on the BESCOM requirement at the time of award as per provisions of KTPP Act.

## 9.0 Supervision

Agency shall inspect from time to time and ensure satisfactory

performance of the staff so provided.

The agency shall state that the staff deployed by him to work and to discharge duties as per the instructions of the concerned officer.

## 10.0 Additional Information

10.1 Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to The Chief Engineer Ele., BRAZ, BESCOM, KSSIDC Building, IT park, Rajajinagar, Industrial Estate, Bengaluru OR email to cebraz.work@gmail.com on or before the date and time as mentioned in the KPPP portal.

10.2 The queries shall be dealt with at the pre-bid meeting. Based on the outcome of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial) or extended date, if deemed necessary, BESCOM reserves the right to add/modify/delete any portion of this document by issuing an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on the bidders.

10.3 Letters seeking clarifications received subsequent to the mentioned
date will not be entertained.

10.4 The interested eligible Bidders may obtain further information from the office of, CEE, BRAZ, BESCOM, Rajajainagar Industrial area, Bengaluru.

## 11.0 Tender Processing Fee and Earnest Money Deposit

Tender processing Fee means the non-refundable fee specified by the competent authority (e-Governance) to be paid by the individual Bidder
for participation in tenders floated on the Karnataka Public procurement portal

The Bidder will be suspended/
barred from participating in the future tenders called by BESCOM and blacklisted for a period of one year from the date of default:

i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;
ii. In case of a successful Bidder, if the Bidder fails to sign the Contract;
iii. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

**E-payment mode for Tender Processing Fee shall be made through any of the following modes of e-Payment**.

- Credit Card/ Debit card
- Net Banking
- NEFT / RTGS
- IMPS

**NOTE: -** Tender Processing Fee payment at KPPP portal is through bank gateway as indicated in the portal.

**For further clarification, contact E-procurement portal.**

KPPP Help Desk: Phone No: 91-8046010000 + 91-8068948777 or

e-mail to support @ eprochelpdesk .com for any issue.

**Note: In kppp Portal, Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.**

## 12.0 Bid Details

12.1 The bid uploaded by the Bidder shall comprise all relevant documents and upload in the KPP portal:

12.2 Bids shall be submitted in two parts viz., (1) Techno -Commercial Bid and (2) Price Bid both on Electronic Mode only. Manual bids will not be accepted.

If any the documents are not applicable to a particular Bidder, then such Bidders have to upload a document stating “Not Applicable”. The other documents if any which needs to be uploaded by the Bidder for which no specific files have been created to substantiate or to meet the requirements of the Bids, such additional documents may be uploaded in the folder named as “additional documents” in the KPPP portal.

12.3 The Price Bids of those Bidders whose Techno-Commercial Bids are found Responsive, will only be opened at a later date through the KPPP portal and no separate intimation will be communicated.

**NOTE:** Price Bids of Non - Responsive Bidders will not be opened.

12.4 The Bidders shall provide proof of their credentials in support of their Technical capacity, Financial Strength and Past Experience. All certificates in connection to the works shall be issued by an officer not below the rank of Executive Engineer or equivalent rank of the concerned utilities duly mentioning the quantum of works, value of award, place of work, DWA reference, date of completion. All certificate will be authenticated from the issued authority, if required.

12.5 **Bengaluru Electricity Supply Company Limited** takes no responsibility for delay, due to any cyber or any other computer related problems or postal delay. Further, BESCOM reserves the right to reject any or all the Bids without assigning any reasons

thereof and shall bear no liability whatsoever consequent upon such a decision.

13.0 **Qualifying Requirements**

The Essential minimum qualifying requirements are mentioned in the section 6 – Qualifying Requirement.

**15.0** Even though the Bidder meets above qualifying criteria, as per their statement they are subject to be disqualified if they have:

a. Made misleading or false representation in statements and documents submitted as proof of qualification requirements; and/or

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

c. Black-Listed due to non-performance in execution of works against the order placed by any Public Electrical Utility/Govt. utility as on date of bid submission; and/or

d. Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission.

## 16 . Important Information

16.1 Bidders shall note that BESCOM may not award the contract to the successful bidders, if in the opinion of BESCOM based on its experience the firm may not perform well in execution of contract and may delay in execution because of its existing contract on hand.

16.2 If in the event of the information furnished by the bidders is found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and disqualif the offer of such Bidders and black list the firm. If in the event of information furnished by Bidder is found to be false during the execution stage, then BESCOM at its liberty may take action to

cancel the contract awarded
besides forfeiting the performance guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.

16.3 BESCOM reserves the right to reject any or all of the bids, without assigning any reason thereof.

**17.0 COMMENCEMENT PERIOD:**

The entire fleet services shall be commenced from the date of issue of Contract Award.

17.1 The Bidders shall be fully responsible for providing all the Services specified in their Scope or otherwise which are required successful commencement of the services in all respects in this Tender.

17.2 Notwithstanding anything stated above or elsewhere in the Tender specifications, BESCOM reserves the right to assess the Capability / suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BESCOM.

**BESCOM reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.**

**Sd/-**
**Chief Engineer Ele.,**
**BRAZ, BESCOM**